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OCERTIFIED CIVIL TRIAL ATTORNEY

*NH & DC BARS ONLY

April 28, 1998

Certified Mail, Return Receipt Requested

Mr. Richard Ho

Emergency and Remedial Response Division

U.S. Environmental Protection Agency, Region 2

290 Broadway, 19th Floor

New York, New York 10007

RE: IN RE: LCP CHEMICAL SITE, LINDEN,
UNION COUNTY, NEW JERSEY
KUEHNE CHEMICAL COMPANY, INC.

Dear Mr. Ho:

On behalf of my client, Kuehne Chemical Company, Inc., I enclose herewith a Response to Information Request Letter.

This response is being submitted within the fifty-one (51) day period allowed by the additional extension granted to the respondent under a letter approval dated April 10, 1998 from EPA.

If you require any further information, please contact the undersigned.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK


David R. Pierce

DRP/ms
enclosure

cc: Muthu Sundram, Esq. (Certified Mail, Return Receipt Requested)
Kuehne Chemical Co., Inc. (Att: Roger Goetzel)

LINDABURY, McCORMICK & ESTABROOK

A Professional Corporation

53 Cardinal Drive

P.O. Box 2369

Westfield, New Jersey 07091

(908)233-6800

Attorneys for Kuehne Chemical Company, Inc.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

IN RE:

LCP Chemical Site, Linden
Union County, New Jersey

**RESPONSE TO INFORMATION
REQUEST LETTER**

Kuehne Chemical Company, Inc. ("Kuehne") in response to the Information
Request Letter dated February 27, 1998 says:

GENERAL OBJECTIONS

The answers provided herein are all made subject to the following general objections:

1. Kuehne objects to these requests for information to the extent that they request information concerning Kuehne's operations at locations other than the LCP Chemical site in Linden, Union County, New Jersey.
2. Kuehne objects to these request for information to the extent that they are unlimited in scope with respect to time and request that Kuehne provide information about its operations at times when it did not conduct any operations at the LCP Chemical site.

3. Kuehne objects to these requests for information to the extent that they call for the production of information about other entities which is beyond Kuehne's knowledge or control.

4. Kuehne objects to these requests for information to the extent that they seek to require Kuehne to provide, obtain and/or create information and/or documents which are not within their knowledge, possession or control.

5. Kuehne objects to these requests for information to the extent that they seek to require the production or disclosure of information and/or documents relating to activities conducted by Kuehne at locations other than the LCP Chemical site and operations not related to the LCP Chemical site.

6. Kuehne objects to these requests for information to the extent that they seek to require the disclosure of trade secrets.

7. Kuehne objects to these requests for information to the extent that they seek to require the disclosure of information and/or documents which are protected by the attorney-client and other privileges.

8. Kuehne objects to these requests for information to the extent that they seek to require the respondent to form and or divulge legal conclusions and/or require specialized knowledge to formulate a response.

9. Kuehne objects to these requests for information to the extent that they seek to require the disclosure of information and/or documents beyond that required by applicable law.

10. The responses set forth herein are based upon a review of currently available records within the time allotted by the Request For Information, as extended, and are based upon a good faith inquiry and the best information available.

11. Kuehne objects to these requests for information in that the definitions and instructions are overly broad, burdensome, and vague.

RESPONSES

1. a. Kuehne Chemical Company, Inc.

b. Peter Kuehne - President
c/o Kuehne Chemical Company, Inc.
86 Hackensack Avenue
South Kearny, New Jersey 07032

c. Kuehne Chemical Company is a New Jersey corporation and its Registered Agent is Donald F. Nicolai, Esq., Lindabury, McCormick & Estabrook, 53 Cardinal Drive, Westfield, New Jersey 07091.

d. See Exhibit A annexed hereto, which consists of the following documents:

i. Certificate of Incorporation of Kuehne Chemical Company, Inc. dated June 6, 1966;

ii. Certificate of Amendment to the Certificate of Incorporation of Kuehne Chemical Company, Inc. dated September 14, 1977;

iii. Certificate of Merger of Kuehne Leasing, Inc. into Kuehne Chemical Company, Inc. dated June 22, 1981;

iv. Certificate of Amendment to the Certificate of Incorporation of Kuehne Chemical Company, Inc. dated December 29, 1982; and

v. Certificate of Merger of Prime Gas, Inc. and The Chloramone Corporation into Kuehne Chemical Company, Inc. dated May 11, 1989.

- e. Kuehne objects to this request for information in that it is unlimited in scope with respect to time or with respect to the location of operations and because it calls for the formation of a legal conclusion. Without waiving the foregoing or any other objection, Kuehne states that during the period of time when it occupied a portion of the LCP Chemical site, there were no affiliated or subsidiary entities of Kuehne which conducted operations at the LCP Chemical site and Kuehne was not related or affiliated to any other entity which conducted operations at the LCP Chemical site. In anticipation of the closure of Kuehne's operations at a portion of the LCP Chemical site, Kuehne purchased assets including the real property of Marzahl Chemical, Inc. in 1980 and relocated its operations to 86 Hackensack Avenue, South Kearny, New Jersey. In 1981, Kuehne merged with Kuehne Leasing, Inc., a paper company which never conducted any operations.

2. Kuehne states upon present recollection, information and belief that during the period of time when it occupied a portion of the LCP Chemical site (as specified in the answer to 3 below), Kuehne was not required to have any permit issued pursuant to the Resource Conservation and Recovery Act. During the period of operations at the LCP Chemical site, Kuehne did have identification numbers pursuant to the Federal Insecticide, Fungicide and Rodenticide Act as follows: sodium hypochlorite - 35317-20001, and chlorine - 35317-1.

3. Kuehne states that during the period from approximately 1973 to January 1981, it leased a portion of the LCP Chemical site from Linden Chlorine Products, Inc. Attached hereto as Exhibit B are copies of the following documents:

- a. Contract For Sale and Purchase Of Chlorine Gas And Caustic Soda by and between Kuehne Chemical Company, Inc. and Linden Chlorine Products, Inc. dated July 21, 1972; and

b. Contract For Sale and Purchase Of Chlorine Gas And Caustic Soda by and between Kuehne Chemical Company, Inc. and Linden Chlorine Products, Inc. dated February 4, 1977.

4. Kuehne states that it occupied a portion of the LCP Chemical site from approximately 1973 to 1981.

5. Kuehne states that during the period of time when it occupied a portion of the LCP Chemical site, its operations at the LCP Chemical site were as follows:

- (a) from approximately 1973 to January, 1981 Kuehne's operations consisted primarily of the following:
 - i. receipt, via pipeline from Linden Chemical Products, Inc., of chlorine and caustic soda;
 - ii. blending of chlorine and caustic soda to produce sodium hypochlorite;
 - iii. storage of sodium hypochlorite and shipment of same in bulk via tank trailers.

In and after 1972 from time to time and at the request and direction of Linden Chlorine Products, Inc., Kuehne transported chlorine and caustic soda via tank trailers to Linden Chlorine Products, Inc.'s customers, loaded and unloaded Linden Chlorine Products, Inc.'s storage facilities, serviced Linden Chlorine Products, Inc.'s railroad tank cars, loaded Linden Chlorine Products, Inc.'s railroad tankers, loaded barges at Linden Chlorine Products, Inc.'s docks, and loaded the trucks and railroad tank cars of Linden Chlorine Products, Inc.'s customers, all with respect to chlorine and caustic soda.

- (b) In or about 1977 Kuehne began packaging some of the chlorine received via pipeline from Linden Chlorine Products, Inc. in one ton cylinders known as tank containers for sale to Kuehne's customers.
- (c) In or about 1978 or 1979 Kuehne began to resell some of the caustic soda received via pipeline from Linden Chlorine Products, Inc. by directly filling customer's tank trailers.

Sodium Hypochlorite was stored on-site in above ground storage tanks until transported off-site in bulk via tanker trucks.

From approximately 1974 to 1981, the person responsible for managing these operations was Roger Goetzel, Plant Manager. Prior to 1974, the persons responsible for managing these operations were Cliff Jacobs and Joe Larkin.

6. Kuehne states that during the period of time when it occupied a portion of the LCP Chemical site, the principal substances purchased, generated, used and/or handled in the course of Kuehne's operations at the LCP Chemical site were: chlorine, caustic soda; and sodium hypochlorite. Sodium hypochlorite was produced by Kuehne by blending chlorine and caustic soda. Chlorine was received by pipeline from Linden Chlorine Products, Inc. Caustic soda was also received by pipeline from Linden Chlorine Products, Inc.

- a. Respondent objects to this request for information as overly broad, vague and ambiguous in that the terms "chemicals", "halogenated" and "non-halogenated" are not defined. Without waiving the foregoing or any other objection, Kuehne states that the substances set forth in the answer to No. 6 above, were generated, purchased, used and/or transported by Kuehne at or from the portion of the LCP Chemical site occupied by Kuehne from approximately 1973 to January, 1981.

- b. Respondent objects to this request for information as overly broad, vague and ambiguous in that the terms "chemicals", "halogenated" and "non-halogenated" are not defined. Without waiving the foregoing or any other objection, Kuehne states that chlorine and caustic soda were handled for the purpose of resale and producing sodium hypochlorite, and that sodium hypochlorite was produced and handled for sale to others.
- c. Respondent objects to this request for information as overly broad, vague and ambiguous in that the terms "chemicals", "halogenated" and "non-halogenated" are not defined. Without waiving the foregoing or any other objection, Kuehne states that it believes that it no longer possesses any records indicating the quantities of chlorine, caustic soda or sodium hypochlorite handled during its operations at a portion of the LCP Chemical site, and should such records be discovered, this response will be supplemented. Based upon present recollection, Kuehne manufactured approximately 18,000,000 to 25,000,000 gallons of sodium hypochlorite annually from 1972 to 1981.

7. During the time period when Kuehne occupied a portion of the LCP Chemical site, Kuehne stored sodium hypochlorite (finished product awaiting sale to customers) in above ground storage tanks. Kuehne did not dispose of hazardous substances, hazardous wastes or "CERCLA waste material". Approximately 200,000 gallons of above ground storage capacity was utilized for finished product. Raw materials were not stored but were received via pipeline from Linden Chlorine Products, Inc.

8. Kuehne objects to this request for information as overly broad, vague and ambiguous in that the term "hazardous materials" is not defined. Without waiving the foregoing or any other objection, Kuehne states that it used above ground storage tanks with an approximate aggregate capacity of 200,000 gallons to store sodium hypochlorite, prior to bulk sale to customers.

- a. Information on installation date, exact number, size, location and/or configuration of these above ground storage tanks is not presently available or recalled.

- b. Storage of sodium hypochlorite.
 - c. See 8(b) above.
 - d. The units identified in the answers to No. 8 a-c above were moved from the LCP Chemical site to Kuehne's current location at 86 Hackensack Avenue, South Kearny, New Jersey in or about January, 1981.
9. Documents presently available include the following which are attached hereto as Exhibit C:
- a. Transportation And Service Contract dated July 21, 1972;
 - b. Letter from Linden Chlorine Products, Inc. dated 1977 regarding the sale of sodium hypochlorite to Merck & Co., Inc.;
 - c. Letter from Linden Chlorine Products, Inc. dated 1977 regarding the sale of sodium hypochlorite to The Chlorox Company;
 - d. Letter from Linden Chlorine Products, Inc. dated 1977 regarding the production of sodium hypochlorite for the account of Linden Chlorine Products, Inc.; and
 - e. Letter from Linden Chlorine Products, Inc. dated 1977 regarding the sale of chlorine and caustic soda by Linden Chlorine Products, Inc. to Kuehne.

See also the documents attached hereto as Exhibit B.

10. Kuehne objects to this request for information to the extent that they are unlimited in scope with respect to time and request that Kuehne provide information about its operations at time when it did not conduct any operations at or related to the LCP Chemical site. Kuehne's operations at the LCP Chemical site did not result in any release of hazardous substances, hazardous wastes or "CERCLA waste material", except that based upon present recollection, information and belief, there were a few occasions during the

18. Roger Goetzel
Vice President, Kuehne Chemical Company, Inc.
c/o Lindabury, McCormick & Estabrook
53 Cardinal Drive
PO Box 2369
Westfield, New Jersey 07091
(908) 233-6800

Mr. Goetzel has personal knowledge of the answers to 1 through 19.

19. Answers were prepared based upon review of available documentation submitted herewith, and with the assistance of counsel.

period from 1972 to 1981 when small amounts of chlorine were released into the atmosphere and when small spills of caustic soda and sodium hypochlorite would occur and be neutralized, diluted and broken down into salt and water. The exact number, dates and quantities of such discharges are not presently available or recalled.

11. The following persons have knowledge of Kuehne's production of sodium hypochlorite during its occupancy of a portion of the LCP Chemical site: 1974 - 1981 - Roger Goetzel, Vice-President, Kuehne Chemical Company, Inc., c/o Lindabury, McCormick & Estabrook, 53 Cardinal Drive, Westfield, New Jersey 07091; prior to 1974 - Joe Larkin - deceased and Cliff Jacobs, currently employed by Kuehne Chemical Company, Inc. as Executive Vice-President of Research and Development.

12. See the documents previously referred to in the answers to requests 3 and 9.

13. See the documents previously referred to in the answers to requests 3 and 9.

14. No such records are presently available or recalled, except such documents as have been submitted herewith.

15. No.

16. Specific instances are not presently available or recalled, however, Linden Chlorine Products, Inc. manufactured chlorine using mercury cell electrolysis. Wastes from Linden Chlorine Products, Inc.'s chlorine production were placed into a lagoon on the Linden Chlorine Products, Inc. property. Prior to Linden Chlorine Products, Inc.'s operations, GAF also produced chlorine using mercury cell electrolysis.

17. See the documents previously referred to in the answers to requests 3 and 9.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of _____

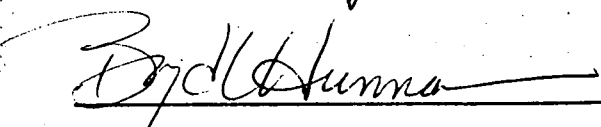
I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Roger Goetzel
NAME (print or type)

Vice-President
TITLE (print or type)


SIGNATURE

Sworn to before me this
27th day of April, 1998


Notary Public

BOYD L. HUNNAMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 1 2002

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| <u>Class</u> | <u>Number of Shares</u> | <u>Par Value Per Share or Statement Shares are Without Par Value</u> |
|----------------|-------------------------|--|
| Preferred | 100,000 | \$100.00 |
| Class A Common | 450,000 | No Par Value |
| Class B Common | 450,000 | No Par Value |

The address of the surviving corporation's registered office is 642 Rankin Road, Brielle, New Jersey 08730 and the name of its registered agent at such address is Roger Goetzal.

2. The plan of merger, attached hereto, was approved by the Board of Directors of the undersigned Corporation.

3. The number of outstanding shares of each class and series of the subsidiary corporations, party to the merger and the number of such shares of each class and series owned by the parent corporation is as follows:

| <u>Name of Subsidiary</u> | <u>Class</u> | <u>Number of Shares Outstanding</u> | <u>Number of Shares Owned By Parent</u> |
|----------------------------------|--------------|---|---|
| PRIME GAS, INC. | Common | 1,000 | 1,000 |
| THE CHLORAMONE CORPORATION | Common | 422 | 422 |
| | Preferred | -0- | -0- |

4. The effective date of this Certificate shall be the date on which it is filed with the Secretary of State.

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IN WITNESS WHEREOF the undersigned corporation has caused this Certificate of Merger to be executed in its name by its Vice President as of the 11th day of May , 1989.

KUEHNE CHEMICAL COMPANY, INC.

By: 

Roger Goetzel

Vice President

ATTEST:


Ernest T. Raebuchle, Secretary

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EXHIBIT A
PLAN OF MERGER

part

FIRST: KUEHNE CHEMICAL COMPANY, INC., a corporation organized under the laws of the State of New Jersey, shall merge with and into itself and assume the liabilities and obligations of PRIME GAS, INC. and THE CHLORAMONE CORPORATION, a corporation organized under the laws of the States of Delaware and Pennsylvania respectively. The name of the surviving corporation is KUEHNE CHEMICAL COMPANY, INC.

SECOND: The presently issued and outstanding shares of stock of PRIME GAS, INC. and THE CHLORAMONE CORPORATION, the merging corporations, all of which are owned by KUEHNE CHEMICAL COMPANY, INC., the surviving corporation, shall be surrendered and cancelled. No shares of stock of the surviving corporation shall be issued in exchange therefor.

THIRD: The Certificate of Incorporation of KUEHNE CHEMICAL COMPANY, INC. shall be the Certificate of Incorporation of the corporation surviving the merger. No changes or amendments shall be made to the Certificate of Incorporation because of the merger.

FOURTH: The bylaws of KUEHNE CHEMICAL COMPANY, INC. shall be the bylaws of the corporation surviving the merger.

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FIFTH: The directors and officers of KUEHNE CHEMICAL COMPANY, INC. shall be the directors and officers of the corporation surviving the merger and shall serve until their successors are selected.

SIXTH: The officers of each corporation party to the merger shall be and hereby are authorized to do all acts and things necessary and proper to effect the merger.

SEVENTH: The merger shall be effective on May 11, 1989.

CONTRACT FOR SALE AND PURCHASE OF
CHLORINE GAS AND CAUSTIC SODA

THIS AGREEMENT made this 21st day of July, 1972, by and between LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, P. O. Box 484, Linden, New Jersey (hereinafter called "Seller"), and KUEHNE CHEMICAL COMPANY, INC., a New Jersey corporation, having an office at 878 Woodruff Lane, Elizabeth, New Jersey (hereinafter called "Buyer"),

WHEREAS, Seller will operate a chlorine caustic plant in Linden, New Jersey on premises to be owned by it which are being purchased from GAF Corporation; and

WHEREAS, Buyer will operate a sodium hypochlorite manufacturing plant at Linden, New Jersey located on certain premises to be leased from Seller immediately adjoining the premises on which shall be located Seller's chlorine caustic plant; and

WHEREAS, Seller will manufacture chlorine gas and caustic soda and Buyer will use chlorine gas and caustic soda in its production; and

WHEREAS, Seller is willing to sell to Buyer and Buyer is willing to purchase from Seller chlorine gas and caustic soda on the terms and conditions hereinafter set forth;

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NOW, THEREFORE, the parties hereby agree as follows:

1. Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller all Buyer's requirements of chlorine gas during the term of this agreement and any renewals hereof.

2. Buyer's requirements of chlorine gas are estimated to be a minimum of 8,000 tons and a maximum of 15,000 tons per annum during the first year of this Agreement and during each year thereafter as the parties hereto shall mutually determine.

3. The price of chlorine gas to be purchased by Buyer hereunder shall be the then current competitive price of Seller for chlorine gas to sodium hypochlorite manufacturers and chlorine repackagers, f.o.b. Seller's plant, Linden, New Jersey, less three allowances as follows:

A. an equipment allowance of \$4.00 per ton,

B. a liquefaction and tailgas chlorine allowance of \$2.50 per ton, and

C. a handling allowance of \$1.00 per ton.

4. Seller hereby also agrees to sell to Buyer and Buyer agrees to purchase from Seller all Buyer's requirements of caustic soda during the term of this Agreement and any renewals hereof.

5. Buyer's requirements of caustic soda are estimated to be a minimum of 9,600 tons and a maximum of 18,000 tons per annum during the first year of this Agreement and during each year thereafter as the parties hereto shall mutually determine.

6. The price of caustic soda to be purchased by Buyer hereunder shall be the then current competitive price of Seller for caustic soda to other resellers and/or sodium

hypochlorite manufacturers, f.o.b. Seller's plant, Linden, New Jersey, less a handling allowance of \$1.00 per ton.

7. Buyer agrees to give Seller reasonable notice of the time when shipments of chlorine gas and/or caustic soda will be required and further agrees to distribute its orders for these products in equal monthly quantities to the extent its needs will permit.

8. Delivery of the chlorine gas and caustic soda will be made by means of pipelines running from Seller's plant to Buyer's plant. For these purposes, Seller shall install and maintain, at its cost and expense, such pipelines as may mutually be agreed upon from time to time running from Seller's chlorine-caustic plant to the boundary line of Seller's property and Buyer shall install and maintain, at its cost and expense, such pipelines as may be mutually agreed upon from time to time running from the boundary line of Buyer's premises to Buyer's plant. If either party fails to maintain its pipelines, the other party may, at its option, do so, and charge the costs thereof to the other party. If for any reason other than the fault of Seller an alternate means of delivery shall become necessary, it is expressly agreed and understood that in such event all transportation charges on deliveries hereunder shall be borne by Buyer.

9. Notwithstanding anything hereinabove contained to the contrary, Buyer agrees to take from Seller all the

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tail gas chlorine produced at Seller's plant in Linden, New Jersey during the term of this agreement and any renewals hereof, at the price per ton hereinabove specified; PROVIDED, HOWEVER if for any reason Buyer cannot take all of the tail gas chlorine produced by Seller then Buyer shall pay to Seller as additional rent in accordance with paragraph 5 of the Lease dated even date herewith between Seller, as Landlord, and Buyer, as Tenant, covering Buyer's plant located in Linden, New Jersey, an amount equal to the difference for the prior month between seven (7%) per cent of Seller's total chlorine production calculated in tons and the number of tons of tail gas chlorine taken by Buyer, if any, multiplied by the then current per ton price of chlorine as provided in paragraph 3 hereof. The parties agree that the aforesaid seven (7%) per cent figure shall be reduced in the future if it becomes technically and economically feasible to do so.

10. Seller may at any time include in or add to the price, all taxes, excises, or other charges imposed by law on or incident to the production, sale, transportation, delivery or use of the chlorine gas and/or caustic soda purchased hereunder by Buyer.

11. Seller's weights shall govern except that in the case of proven error, adjustments shall be made.

12. The terms of payment for the chlorine gas and caustic soda furnished hereunder shall be net cash in thirty (30) days from the date of invoice.

13. Risk of loss and responsibility for chlorine gas and caustic soda delivered hereunder through pipelines shall pass to Buyer when said chlorine gas or caustic soda passes into that portion of the pipeline maintained by Buyer. Risk of loss and responsibility for chlorine gas and caustic soda sold hereunder and delivered other than through pipelines shall pass to Buyer when placed in Buyer's vehicles or those of a common carrier.

14. SELLER WARRANTS THAT THE CHLORINE GAS AND CAUSTIC SODA SHALL BE OF MERCHANTABLE QUALITY. SELLER DOES NOT MAKE AND IT IS NOT TO BE HELD LIABLE FOR ANY WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR FOR ANY OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE. BUYER ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO RESULTS OBTAINED BY THE USE OF THE CHLORINE GAS AND/OR CAUSTIC SODA WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. NO CLAIMS OF ANY KIND WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY, THE ALLEGED NEGLIGENCE OF SELLER, OR OTHERWISE, WITH RESPECT TO THE CHLORINE GAS OR CAUSTIC SODA DELIVERED OR FOR FAILURE TO DELIVER ANY CHLORINE GAS OR CAUSTIC SODA SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE HEREUNDER OF THE CHLORINE GAS OR CAUSTIC SODA IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND FAILURE OF BUYER TO GIVE WRITTEN NOTICE OF CLAIM WITHIN THIRTY DAYS AFTER DELIVERY OF THE CHLORINE GAS OR CAUSTIC SODA OR THE DATE STATED FOR DELIVERY,

AS THE CASE MAY BE, SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THE CHLORINE GAS OR CAUSTIC SODA AND A WAIVER BY THE BUYER OF ALL CLAIMS WITH RESPECT TO SUCH CHLORINE GAS OR CAUSTIC SODA. ANY ACTION FOR BREACH OF THIS CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

15. Seller certifies that in the manufacture of the chlorine gas and caustic soda it will comply with the Fair Labor Standards Act of 1938, as amended.

16. If Buyer fails to perform any of the terms of this contract, Seller may defer shipment until such failure is made good, or may treat such failure as final refusal to accept further shipments and may cancel this contract. Seller may terminate this contract if Buyer becomes insolvent, assigns its property for the benefit of creditors or is adjudicated a bankrupt. Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the contract.

17. The Buyer shall not assign this contract or any right or obligation hereunder without the express prior written consent of the Seller and any purported assignment shall be void and ineffective, but this contract shall be binding upon and inure to the benefit of the successors of the parties hereto.

18. The construction, performance and completion of this contract are to be governed by the law of the State of New Jersey.

deleted in new contract

To the extent that the contract provisions hereof may vary from the Uniform Commercial Code of the State of New Jersey or any other jurisdiction, the contract provisions hereof shall govern. This contract is intended by the parties hereto as the final expression of their agreement and is a complete and exclusive statement of the terms hereof notwithstanding any oral representations or statements to the contrary heretofore made. No modification or release of this contract shall be effective unless in writing signed by the other party and specifically stating it is such modification or release.

deleted in new contract

19. // (a) Except for the purchase of tail gas chlorine as provided in paragraph 9 above, neither party is to be liable for delay or failure to perform in whole or part by reason of contingencies beyond its control, whether herein specifically enumerated or not, including among others, act of God, force majeure, war, acts of war, revolution, civil commotion, riot, acts of public enemies, blockade or embargo, // delays of carriers, car shortage, fire, explosion, breakdown of plant, strike, lockout, labor dispute, casualty or accident, earthquake, epidemic, floods, cyclone, tornado, hurricane or other wind-storm, lack or failure of sources of supply of labor, raw materials, power and supply, or excessive cost thereof, contingencies interfering with the production or with customary or usual means of transportation of the chlorine gas and caustic herein described, or with the supply of coal or fuel or of any raw material of which said articles are a product or which may

be used in their manufacture, or where material covered hereby is not manufactured by Seller than lack or failure of sources of supply of said material or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition, or requirement or any other act of any governmental authority, national, state or local, including court orders, judgments, or decrees, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, beyond the reasonable control of the party. Quantities so affected may be eliminated by the Seller from this contract without liability.

(b) If by reason of any of the foregoing contingencies or of national emergency, the quantities of material covered hereby, or any materials used in the production thereof, reasonably available to Seller shall be less than its total need for its own use and for sale, Seller may distribute its available supply among any or all purchasers or its own departments, divisions, or branches, on any basis it deems fair and practical, without liability for any failure to perform this contract which may result therefrom.

20. All notices required under the terms of this Agreement shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the beginning of this Agreement, or to such other address as shall be designated in writing, which notice of change of address shall be given in the same manner.

21. The term of this Agreement shall be for five (5) years commencing upon the date Seller commences the operation

of its chlorine caustic plant in Linden, New Jersey, and ending on the fifth anniversary date hereof // and, in the absence of written notice to the contrary given by either party hereto to the other at least six (6) months prior to the end of the initial term, shall renew automatically for a one year term upon the same terms and conditions as are set forth herein and for like terms of one year thereafter in the absence of written notice to the contrary given by either party to the other at least six months prior to the expiration of any one year term.

22. Notwithstanding anything hereinabove provided, if for any reason Seller is unable to supply to Buyer sufficient chlorine gas and caustic soda hereunder in any month to enable Buyer to manufacture in that month an amount of sodium hypochlorite equal to not more than the arithmetic monthly average of its production in the prior six months, Seller will pay to Buyer the difference in any calendar year (up to a maximum of eighteen (18%) percent of the then current minimum number of tons of chlorine gas and of caustic soda pursuant to paragraphs 2 and 5 hereof) between the then current per ton price of chlorine gas and caustic soda as provided in paragraphs 3^{1/2} and 9⁶ hereof and the price per ton that Buyer is required to pay to obtain the same from other sources.

23. Seller shall be responsible for disposing of any mercury residue in the chlorine and caustic soda furnished to Buyer hereunder collected by the Buyer in its equipment.

24. The allowances provided for in paragraphs 3 and 6 shall be adjusted annually on the anniversary date of this Contract to reflect actual costs, including the applicable proportionate share of overhead expenses.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed, the day and year first above written.

ATTEST:

LINDEN CHLORINE PRODUCTS, INC.

WC Calvert, Jr.

By CA Hansen
President

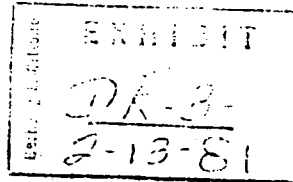
ATTEST:

KUEHNE CHEMICAL COMPANY, INC.

Robert J. Schuch

By Peter R. Kuehne
President

CONTRACT FOR SALE AND PURCHASE OF
CHLORINE AND CAUSTIC SODA



THIS AGREEMENT made this 4th day of February, 1977,
by and between LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, 14 Commerce Drive, Cranford, New Jersey 07016
(hereinafter called "Seller"), and KUEHNE CHEMICAL COMPANY,
INC., a New Jersey corporation, P.O. Box 534, Linden, New
Jersey 07036 (hereinafter called "Buyer").

WHEREAS, Seller is in the chemical business and, among
other things, operates a chlorine caustic plant in Linden, New
Jersey on premises owned by it; and

WHEREAS, Buyer operates a sodium hypochlorite manu-
facturing plant and chemical resale business at Linden, New
Jersey located on certain premises immediately adjoining the
premises on which is located Seller's chlorine caustic plant;
and

WHEREAS, Seller manufactures chlorine and caustic
soda, among other things, and Buyer, among other things, uses
chlorine and caustic soda in the manufacture of sodium hypo-
chlorite and also resells chlorine and caustic soda; and

WHEREAS, Seller is willing to sell to Buyer and Buyer
is willing to purchase from Seller chlorine and caustic soda,
on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. Seller hereby agrees to sell to Buyer and Buyer

agrees to purchase from Seller all of Buyer's requirements of chlorine for Buyer's market area served by Buyer's Linden location during the term of this Agreement and any renewal hereof.

2. Buyer's requirements of chlorine for manufacture of sodium hypochlorite and for resale in 150 pound cylinders and 1 ton containers are estimated to be approximately 18,000 tons for the calendar year 1977 and during each year thereafter unless the parties hereto shall mutually determine otherwise. Buyer shall attempt to consume requirements in a uniform manner and shall furnish Seller with approximate monthly requirements and update same quarterly on March 1, June 1, September 1 and December 1 of each year. Notwithstanding anything herein contained to the contrary, requirements and supply commitments can be changed at any time by mutual agreement of the parties.

3(a). The price of chlorine to be purchased by Buyer hereunder for use in the manufacture of sodium hypochlorite shall be the then current competitive price for chlorine to other industrial consumers, F.O.B. Seller's plant, Linden, New Jersey, less an allowance of \$35.00 per ton for gaseous pipeline delivery and tailgas consumption. The \$35.00 per ton allowance will be adjusted upward or downward annually based on changes in Buyer's labor costs and adjusted upward or downward annually based on changes in Buyer's transportation costs. Adjustments in the allowance based on changes in labor and transportation costs shall be effective the first day of

each fiscal year of Buyer commencing July 1, 1977 to reflect increases or decreases in the labor costs and transportation costs during the prior fiscal year. The price of chlorine purchased by Buyer for the manufacture of sodium hypochlorite shall be adjusted monthly effective January 1, 1977 in accordance with Schedule A.

3(b). The price of liquid chlorine to be purchased by the Buyer hereunder for resale in 150 pound cylinders and 1 ton containers shall be Seller's then current F.O.B. posted market price less an equipment allowance of \$4.00 per ton.

4. Seller hereby also agrees to sell to Buyer and Buyer agrees to purchase from Seller all of Buyer's requirements of caustic soda for the manufacture of sodium hypochlorite at Buyer's Linden, New Jersey location and for resale during the term of this Agreement and any renewal hereof.

5(a). Buyer's requirements of caustic soda for the manufacture of sodium hypochlorite are estimated to be approximately 18,000 tons for the calendar year 1977 and during each year thereafter unless the parties hereto shall mutually determine otherwise. Buyer shall attempt to consume requirements in a uniform manner and shall furnish Seller with approximate monthly requirements and update same quarterly on March 1, June 1, September 1 and December 1 of each year. Notwithstanding anything herein contained to the contrary, requirements and supply commitments can be changed at any time by mutual agreement of the parties.

5(b). Buyer's requirements of caustic soda for resale are estimated to be approximately 500 tons for the calendar

year 1977 and during each year thereafter unless the parties hereto shall mutually determine otherwise. Buyer shall attempt to consume requirements in a uniform manner and shall furnish Seller with approximate monthly requirements and update same quarterly on March 1, June 1, September 1 and December 1 of each year. Notwithstanding anything herein contained to the contrary, requirements and supply commitments can be changed at any time by mutual agreement of the parties.

6(a). The price of caustic soda to be purchased by Buyer hereunder for the manufacture of sodium hypochlorite shall be the then current competitive price for caustic soda to other industrial consumers, F.O.B. Seller's plant, Linden, New Jersey.

6(b). The price of caustic soda to be purchased by the Buyer hereunder for resale shall be Seller's then current F.O.B. posted market price less a five (5%) percent resale allowance.

7. Either party may give thirty (30) days written notice to the other party of a change in the then current competitive price for either product to other industrial consumers, and at the expiration of said thirty (30) days the change shall take effect with respect to the price for the purchase of such product for use in the manufacture of sodium hypochlorite unless the other party within fifteen (15) days after receipt of such notice disagrees that such a change in the then current competitive price exists. In the event of such disagreement, the dispute shall be submitted within

fifteen (15) days to a mutually agreeable third party for binding arbitration and decision within thirty (30) days thereafter. During such arbitration, the previous established price shall be used for the purpose of this Agreement, however, the disputed sum shall be paid by the disputing party into an escrow account. Within ten (10) days after the arbitrator renders his decision, the escrow funds will be disbursed so as to implement the decision. The costs of arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties, and no suit at law or equity shall be instituted by either party other than to enforce the award of the arbitrator.

8. Delivery of the chlorine and caustic soda will be made by means of a pipeline running from Seller's plant to Buyer's plant. For these purposes, Seller shall install and maintain, at its cost and expense, such pipelines as may mutually be agreed upon from time to time running from Seller's chlorine caustic plant to the boundary line of Seller's property and Buyer shall install and maintain, at its cost and expense, such pipelines as may be mutually agreed upon from time to time running from the boundary line of Buyer's premises to Buyer's plant. If for any reason an alternate means of delivery shall become necessary, it is expressly agreed and understood that in such event all transportation charges on deliveries hereunder shall be borne by the responsible party.

9(a). Notwithstanding anything hereinabove contained to the contrary, Buyer agrees to take from Seller that number

of tons of tailgas chlorine produced at Seller's plant in Linden, New Jersey, during the term of this Agreement and any renewals hereof, equivalent to the lesser of (i) ten (10%) percent of Seller's total chlorine production calculated in tons at (ii) fifty (50) tons per day at the price per ton hereinabove specified in Paragraph 3(a); PROVIDED, HOWEVER, if for any reason Buyer cannot take such required quantities of tailgas chlorine from Seller, Buyer will pay to Seller an amount equal to the Seller's then current posted market price per ton of chlorine multiplied by the number of tons of chlorine by which Seller reduced its chlorine production as a result of Buyer's failure to take from Seller such required quantities of tailgas chlorine.

9(b). Seller agrees to use its best efforts to maintain its chlorine liquefaction facilities in good order. Seller also agrees to minimize tailgas production when and if requested by Buyer. Any extra cost incurred by Seller in minimizing tailgas production shall be for Buyer's account with its prior agreement.

10. Seller may at any time include in or add to the price, all taxes, excises or other charges imposed by law on or incident to the production, sale, transportation, delivery or use of the chlorine and/or caustic soda purchased hereunder by Buyer.

11. Buyer's weights will be used but Seller has the option to use its weights and Seller's weight shall govern except that in the case of proven error, adjustments shall be

made.

12. The terms of payment for the chlorine and caustic soda furnished hereunder shall be net cash in thirty (30) days from the date of invoice.

13. Risk of loss and responsibility for chlorine and caustic soda delivered hereunder through pipelines shall pass to Buyer when said chlorine and caustic soda passes into that portion of the pipeline maintained by Buyer. Risk of loss and responsibility for chlorine and caustic soda sold hereunder and delivered other than through pipelines shall pass to Buyer when placed in Buyer's vehicles or those of a common carrier.

14. SELLER WARRANTS THAT THE CHLORINE AND CAUSTIC SODA SHALL BE OF MERCHANTABLE QUALITY. SELLER DOES NOT MAKE AND IT IS NOT TO BE HELD LIABLE FOR ANY WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR FOR ANY OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE. BUYER ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO RESULTS OBTAINED BY THE USE OF THE CHLORINE AND/OR CAUSTIC SODA WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. NO CLAIMS OF ANY KIND WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY, THE ALLEGED NEGLIGENCE OF SELLER, OR OTHERWISE, WITH RESPECT TO THE CHLORINE OR CAUSTIC SODA DELIVERED OR FOR FAILURE TO DELIVER ANY CHLORINE OR CAUSTIC SODA SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE HEREUNDER OF THE CHLORINE OR CAUSTIC SODA IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND SELLER SHALL NOT BE LIABLE FOR ANY

INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND FAILURE OF BUYER TO GIVE WRITTEN NOTICE OF CLAIM WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE CHLORINE OR CAUSTIC SODA OR THE DATE STATED FOR DELIVERY, AS THE CASE MAY BE, SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THE CHLORINE OR CAUSTIC SODA AND A WAIVER BY THE BUYER OF ALL CLAIMS WITH RESPECT TO SUCH CHLORINE OR CAUSTIC SODA. ANY ACTION FOR BREACH OF THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ?

15. Seller certifies that in the manufacture of the chlorine and caustic soda it will comply with the Fair Labor Standards Act of 1938, as amended.

16. Either Seller or Buyer may terminate this contract if the other becomes insolvent, assigns its property for the benefit of creditors or is adjudicated as bankrupt. Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the contract.

17. The Buyer shall not assign this contract or any right or obligation hereunder without the express prior written consent of the Seller and any purported assignment shall be void and ineffective, but this contract shall be binding upon and inure to the benefit of the successors of the parties hereto.

18. The construction, performance and completion of

this contract are to be governed by the law of the State of New Jersey. To the extent that the contract provisions hereof may vary from the Uniform Commercial Code of the State of New Jersey or any other jurisdiction, the contract provisions hereof shall govern. This contract is intended by the parties hereto as the final expression of their agreement with respect to the sale and purchase of chlorine and caustic soda from and after the date hereof and is a complete and exclusive statement of the terms hereof notwithstanding any oral representations or statements to the contrary heretofore made. No modification or release of this contract shall be effective unless in writing signed by the other party and specifically stating it is such modification or release.

19(a). Neither party is to be liable for delay or failure to perform in whole or part by reason of contingencies beyond its control, whether herein specifically enumerated or not, including among others, acts of God, force majeure, war, acts of war, revolution, civil, delays of carriers, car shortage, fire, explosion, breakdown of plant, strike, lockout, labor dispute, casualty or accident, earthquake, epidemic, floods, cyclone, tornado, hurricane or other windstorm, lack or failure of sources of supply of labor, raw materials, power and supply, or excessive cost thereof, contingencies interfering with the production or with customary or usual means of transportation of the chlorine and caustic herein described, or with the supply of coal or fuel or of any raw materials of which said articles are a product or which may be used in their manufacture,

or where material covered hereby is not manufactured by Seller, then lack or failure of sources of supply of said material or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition, or requirement or any other act of any governmental authority, national, state or local, including court orders, judgments, or decrees, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, beyond the reasonable control of the party. Quantities so affected may be eliminated from this contract without liability.

19(b). Buyer recognizes that the consumption of Seller's tailgas chlorine is critical to the continued economical operations of Seller's chlorine caustic plant. Buyer agrees to maintain its equipment in good working order and to provide spares throughout the systems and on shelf to help insure continuous operation. Buyer also agrees to maintain emergency reserves of four (4) hours of caustic which can be used to neutralize chlorine to permit orderly shutdown of the Seller's plant in the event of failure of the Buyer's system. Buyer further agrees to keep Seller informed if it anticipates any problems with respect to its continued operation.

20. All notices required under the terms of this Agreement shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or presented in person with a written receipt. Mailing of notices shall be to the address of the parties

shown at the beginning of this Agreement, or to such other address as shall be designated in writing.

21. The term of this Agreement shall be for the period commencing upon the date hereof and ending December 31, 1982 (the "Initial Term"), and, in the absence of written notice to the contrary given by either party hereto to the other at least six (6) months prior to the end of the Initial Term, shall renew automatically for a one (1) year term upon the same terms and conditions as are set forth herein and for like terms of one (1) year thereafter in the absence of written notice to the contrary given by either party to the other at least six (6) months prior to the expiration of any one (1) year term.

22. Notwithstanding anything hereinabove provided, if for any reason Buyer has ordered but Seller is unable to supply to Buyer sufficient chlorine and caustic soda hereunder in any month to enable Buyer to manufacture in that month an amount of sodium hypochlorite equal to its production for that same month in the prior calendar year, Seller will pay to Buyer the difference in any calendar year (up to a maximum of eighteen (18%) percent of the then current minimum number of tons of chlorine and of caustic soda pursuant to Paragraphs 2 and 5 hereof) between the then current per ton price of chlorine and caustic soda as provided in Paragraphs 3(a) and 6(a) hereof and the price per ton that Buyer is required to pay to obtain the same from other sources. Seller also agrees that it will maintain during the term of this Agreement a sufficient

inventory of chlorine and caustic soda to satisfy at least three (3) days of Buyer's requirements.

23. Seller shall be responsible for disposing of any mercury residue in the chlorine and caustic soda furnished to Buyer hereunder collected by the Buyer in its equipment. Seller shall be responsible for disposal of any tailgas bleach in excess of Buyer's requirements.

24. The parties understand and agree that Seller and E. I. duPont deNemours & Company, Inc. ("duPont") have entered into a Sales Agreement for a term ending December 31, 1982, pursuant to which Seller is to furnish duPont with chlorine and caustic soda produced at its chlorine caustic plant in Linden, New Jersey. In view of the said Sales Agreement, and notwithstanding anything contained to the contrary in this Agreement, the parties hereto agree that if for any reason Seller's production of chlorine and/or caustic soda is insufficient to satisfy the requirements of both duPont and Kuehne under their respective agreements with Seller, Seller shall distribute its available supply of chlorine other than tailgas chlorine between Kuehne and duPont on the basis of 67% to duPont and 33% to Kuehne and Seller shall distribute its available supply of caustic soda between Kuehne and duPont on the basis of 60% to duPont and 40% to Kuehne.

25. This Agreement shall supersede as of the date hereof the Contract of Sale and Purchase of Chlorine Gas and Caustic Soda dated July 21, 1972 between the parties, and the Amendment thereto dated August 20, 1973.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed, the day and year first above written.

ATTEST:

LINDEN CHLORINE PRODUCTS, INC.

A. R. Maynard

By W. C. Calvert
Executive Vice President

ATTEST: —

KUEHNE CHEMICAL COMPANY, INC.

Marie Foucaud

By Robert J. Schulz
Secretary / Treasurer

SCHEDULE A

Effective January 1, 1977, the price for chlorine purchased for use in the manufacture of sodium hypochlorite shall be reduced on any given date for all such chlorine supplied hereunder by Seller to Buyer which is produced on that date in accordance with the following schedule if the amount of carbonate "B" content in the chlorine produced on that day exceeds five (5) grams per liter for twelve (12) or more continuous hours:

| <u>Carbonate Reading</u> | <u>Reduction per each ton produced during continuance of such reading</u> |
|--------------------------|---|
| 5 to 5.99 | \$ 1.00 |
| 6 to 6.99 | 2.00 |
| 7 to 7.99 | 4.00 |
| 8 to 8.99 | 6.00 |
| 9 to 9.99 | 8.00 |
| 10 and above | 10.00 or, at Buyer's option, Buyer reserves the right to process the chlorine and return it to Seller for its disposal. |

CERTIFICATE OF INCORPORATION
OF
KUEHNE CHEMICAL COMPANY, INC.

This is to certify that we, J. S. LINDABURY, ROBERT P. McDONOUGH, and P. I. McCORMICK, do hereby associate ourselves into a corporation, under and by virtue of Title 14 of the Revised Statutes, and do severally agree to take the number of shares of capital stock set forth opposite our respective names.

FIRST: The name of the corporation is KUEHNE CHEMICAL COMPANY, INC.

SECOND: The location of the principal office is 878 Woodruff Lane, City of Elizabeth, County of Union, and State of New Jersey.

The name of the agent therein and in charge thereof and upon whom process against this corporation may be served is Peter R. Kuehne.

THIRD: The objects for which this corporation is formed are as follows:

To manufacture, make, compound, formulate, buy and sell Sodium Hypochlorite and all derivatives and by-products thereof; to manufacture, make, sell, export, import and otherwise deal in and carry on the business of manufacturing, making selling, exporting, importing and otherwise dealing in, either at wholesale or retail, both chemicals and chemical products of every nature and description; to manufacturing machinery, equipment and apparatus of every kind and description to be used for the purposes herein set forth or otherwise.

To purchase, hold, own, mortgage, pledge, lease, use, sell, convey, exchange, or otherwise acquire, dispose of, or turn to account real estate, buildings, equipment, furnishings, materials, and other personal property of every kind and nature whatsoever as may be necessary, useful or convenient in connection with the business of the corporation.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for, in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks, and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make and perform contracts of every kind and description with any person, firm association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and from time to time without limit as to amount, to draw, make accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge, or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To loan to any person, firm or corporation any of its surplus funds, either with or without security.

To endorse, guarantee and secure the payment and satisfaction of bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, notes and other evidences of indebtedness and also to guarantee and secure the payment or satisfaction of interest and obligations and of dividends on shares of capital stock of other corporations. Also to assume the whole or any part of the liabilities, existing or prospective, of any person, corporation, firm or association, and to aid in any manner any other person or corporation with which it has business dealings or whose stocks or bonds or other obligations are held or are in any manner guaranteed by the corporation, and to do any other acts or things for the preservation, protection, improvement or enhancement of the value of such stocks, bonds or other obligations.

To purchase, hold, sell and transfer the shares of its own capital stock, provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more officers, to carry on all or any of its business and operations, and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, otherwise dispose of real and personal property of every class and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

In general, to carry on any other business connection with the foregoing, and to have and exercise all the powers conferred by the laws of New Jersey upon corporations formed under the General Corporation Law of the State of New Jersey, and to do any and all of the things hereinbefore set forth to the same extent as mature persons might or could do.

FOURTH: The authorized capital stock of this corporation is Two Thousand Five Hundred (2,500) shares of common stock without nominal or par value which stock shall be divided into One Thousand (1,000) shares of Class A common stock which shall have voting rights, and One Thousand Five Hundred (1,500) shares shall be Class B common stock which shall be similar in all respects to Class A except that it shall not be accorded voting rights.

FIFTH: The minimum amount of capital with which the corporation will commence business is One Thousand Dollars (\$1,000.00).

SIXTH: The names and places of residence of the incorporators, and the number of shares of stock subscribed, the aggregate of which is the amount of capital stock with which the company will commence business are as follows:

0 4 7 1 1 1 5 9

| <u>Name</u> | <u>Address</u> | <u>No. of Shares</u> |
|---------------------|--------------------------------------|----------------------|
| J. S. Lindabury | 28 Prince Street Elizabeth, N. J. | 10 |
| Robert P. McDonough | 28 Prince Street Elizabeth, N. J. | 10 |
| P. X. McCormick | 28 Prince Street Elizabeth, N. J. | 10 |

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends, a reserve for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution or resolutions passed by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation shall have and may exercise the powers of the Board of Directors in the management of the business and the affairs of the corporation and shall have the power to authorize the seal of the corpora-

tion to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by written consent of the holders of a majority of voting stock issued and outstanding, to sell, lease, or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interest of the corporation.

TENTH: Meetings of stockholders may be held outside the State of New Jersey, if the by-laws so provide. The Books of the corporation may be kept (subject to any provisions contained in the statutes) outside of the State of New Jersey at such place or places as may from time to time be designated by the Board of Directors or in the by-laws of the corporation. Elections of directors need not be by ballot unless the by-laws of the corporation shall so provide.

ELEVENTH: No contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the directors of this corporation is or are interested in or is a director or

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officer, or are directors or officers, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of this corporation, or in which this corporation is interested, and no contract, act or transaction of this corporation with any person or persons, firms or corporation shall be affected or invalidated by the fact that any director or directors of this corporation is a party or are parties to, or interested in, such contract, act or transaction, or in any way connected with such persons, firms or corporation, and each and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in anywise interested.

TWELFTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6TH day of June, 1966.

Signed, Sealed and

Delivered in the

Presence of:

Eli M. Cushman
Eli M. Cushman

J. L. C. [Signature] (L.S.)
Robert F. [Signature] (L.S.)
J. V. [Signature] (L.S.)
McDonough
McDonough

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STATE OF NEW JERSEY)
: SS.:
COUNTY OF UNION)

BE IT REMEMBERED that on this *6th* day of June, 1966,
before me, a Notary Public of the State of New Jersey, personally appeared J. S. LINDBURY, ROBERT P. McDONOUGH, and P. I. MCCORMICK, who I am satisfied, are the persons named in and who executed the foregoing certificate, and I have made known to them the contents thereof, they did each acknowledge that they signed, sealed, and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Paul M. Guzman
PAUL M. GUZMAN
NOTARY PUBLIC OF THE STATE OF NEW JERSEY
My Commission Expires Aug. 22, 1971

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OF

FILED
JUN - 7 1966
Robert L. Richards
SECRETARY OF STATE

Dated: June 27, 1966

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LINDABURY, McCORMICK & ESTABROOK
28 PRINCE STREET
ELIZABETH, N. J.

321522

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CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
KUEHNE CHEMICAL COMPANY, INC.

To: The Secretary of State "FEDERAL EMPLOYER IDENTIFICATION NO."
State of New Jersey 22-1814774

Pursuant to the provisions of Section 14A:9-2(4) and Section
14A:9-4(3), Corporations, General, of the New Jersey Statutes, the under-
signed corporation executes the following Certificate of Amendment to
its Certificate of Incorporation:

1. The name of the corporation is KUEHNE CHEMICAL COMPANY, INC.
2. The following amendment to the Certificate of Incorporation
was approved by the directors and thereafter duly adopted by the share-
holders of the corporation on the 14th day of September

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MAR 6 1978

DONALD LAM
SECRETARY OF STATE

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CERTIFICATE OF MERGER
OF
KUEHNE LEASING, INC.
INTO
KUEHNE CHEMICAL COMPANY, INC.

This is to certify that Kuehne Leasing, Inc. has merged into Kuehne Chemical Company, Inc., pursuant to the following Plan of Merger:

(a) Kuehne Chemical Company, Inc., has authorized capital of One Million (1,000,000) shares of no par value common stock divided into Five Hundred Thousand (500,000) shares of Class A Common Stock with voting rights and Five Hundred Thousand (500,000) shares of Class B Common Stock without voting rights. There is presently issued and outstanding 750 shares of Class A Common Stock and 30 shares of Class B Common Stock.

(b) Kuehne Leasing, Inc., has authorized capital of 100,000 shares of no par value common stock, of which 900 shares are issued and outstanding and are entitled to vote.

(c) All present holders of Class A and Class B common stock of Kuehne Chemical Company, Inc., shall continue to hold the same certificates of stock which they presently hold, and such certificates shall represent a like number of shares of common stock of Kuehne Chemical Company, Inc., the SURVIVING CORPORATION.

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(d) The present holders of no par value common stock of Kuehne Leasing, Inc., shall receive one share of no par value Class A common stock in exchange for one hundred shares of no par value common stock of Kuehne Leasing, Inc.

(e) Other provisions relating to the plan of merger, including terms with respect to valuation of shares of stock and the ratio of exchange are incorporated in a merger agreement of even date a copy of which is on file with the Secretary of Kuehne Chemical Company, Inc.

(f) The number of shares voting for and against the Plan of Merger is as follows:

KUEHNE CHEMICAL COMPANY, INC.

Number of Shares of Class A Common
Voting for Merger

750

Number of Shares of Class A Common
Voting Against Merger

-0-

KUEHNE LEASING, INC

Number of Shares
Voting for Merger

900

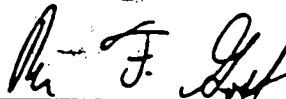
Number of Shares
Voting Against Merger

-0-

(g) This Amendment shall become effective on June 30, 1981, or upon the date that is filed in the Office of the Secretary of State of the State of New Jersey, whichever date is later in time.

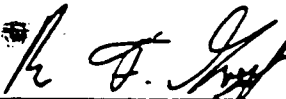
IN WITNESS WHEREOF, the undersigned by their duly authorized officers, have executed this Certificate of Merger this 22nd day of June, 1981.

KUEHNE CHEMICAL COMPANY, INC.



ROGER F. GOETZEL, Vice President

KUEHNE LEASING, INC.



ROGER F. GOETZEL, Vice President

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DEPARTMENT OF STATE
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COMMUNICATIONS SECTION

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shall be paid before any dividend on the common stock shall be paid or set apart;

(b) The preferred stock shall be redeemable at any time and from time to time by giving sixty (60) days' notice to the stockholders whose stock is to be redeemed and by paying therefor \$105.00 per share at the date fixed for such redemption. In the event of a redemption of less than all the preferred stock outstanding, the selection of shares to be redeemed shall be by lot;

(c) In the event of liquidation, dissolution or winding up of the Corporation, the holders of preferred stock shall be entitled, after the debts of the corporation shall have been paid, to receive out of the assets remaining \$105.00 for each share of stock held before any payment is made or assets set aside for payment to holders of common stock, and such preferred stockholders shall be entitled to no further payment or distribution."

4. The number of shares outstanding at the time of the adoption of this Amendment was 9900 shares of Class A Common Stock and no shares of Class B Common Stock. The total number of shares entitled to vote thereon with respect to said Amendment was 9900 shares of Class A Common Stock.

5. The number of shares voting for and against this Amendment was as follows:

Number of Shares of Class A Common
Stock Voting for Amendment:

9900

Number of Shares of Class A Common
Stock Voting Against Amendment:

NONE

This Amendment shall become effective upon the filing thereof with the Secretary of State of the State of New Jersey.

KUENY MEDICAL COMPANY, INC.

Dated: December 29, 1982

By:

ROBERT COETZEL, Vice President

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
KUEHNE CHEMICAL COMPANY, INC.

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:9-2(4) and
Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes,
the undersigned corporation executes the following Certificate of
Amendment to its Certificate of Incorporation:

1. The name of the corporation is KUEHNE
CHEMICAL COMPANY, INC.

2. The following amendment to the Certifi-
cate of Incorporation was approved by the Directors
and thereafter duly adopted by the Shareholders of
the corporation on the 28th day of December, 1982:

RESOLVED that Article FOURTH of the Certificate of
Incorporation of Kuehne Chemical Company, Inc., be amended to read as
follows:

"FOURTH(A): The total authorized capital
stock of this company is 1,000,000 shares divided into
classes as set forth in the following subparagraph of
this Article

"FOURTH(B): The authorized capital stock
of this company shall be divided into 100,000 shares of
\$100 per value voting non-cumulative 8 percent prefer-
red stock, 450,000 shares of Class A no par value common
stock with voting rights, and 450,000 shares of Class
no par value common stock without voting rights. The
holders of each class of stock having voting rights shall
have the right to cast one vote for each share held with
respect to all matters wherein votes of stockholders are
permitted or required.

The further rights and privileges accorded
to holders of preferred stock are as follows.

(a) Dividends shall be payable semi-annually
on the first day of April and October of each year and

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JANE BURGIO
Secretary of State

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CERTIFICATE OF MERGER

OF

PRIME GAS, INC.

THE CHLORAMONE CORPORATION

INTO

KUEHNE CHEMICAL COMPANY, INC.

JANE BURGIO
Secretary of State

6540736

TO: The Secretary of State
State of New Jersey

Pursuant to the provisions of Title 14A of the Revised Statutes of New Jersey, the undersigned corporation hereby executes the following Certificate of Merger.

1. KUEHNE CHEMICAL COMPANY, INC., a corporation organized and existing under the laws of the State of New Jersey and owning all of the outstanding shares of each class and series of PRIME GAS, INC. and THE CHLORAMONE CORPORATION, its subsidiary corporations organized and existing under the laws of the States of Delaware and Pennsylvania respectively, hereby agree to the merger of each subsidiary corporation into KUEHNE CHEMICAL COMPANY, INC., which is hereinafter designated as the surviving corporation.

The total authorized capital stock of the surviving corporation shall be One Million (1,000,000) shares itemized by classes, par value of shares, shares without par value, and series, if any, within a class as follows:

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